



Wayne Metropolitan  
Community Action Agency  
Established 1971

**REQUEST FOR PROPOSALS  
OF WEATHERIZATION AUDITORS / QUALITY CONTROL INSPECTORS  
FOR  
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY  
WEATHERIZATION PROGRAM  
SERVING WAYNE COUNTY**

Prospective contractors may access Request for Proposals from agency website at [www.waynometro.org/request-for-proposals/](http://www.waynometro.org/request-for-proposals/).

An optional Pre-Bid Conference will be held at Wayne Metropolitan CAA, 138 Cortland, Highland Park, MI 48203 on August 17, 2018 at 9:00 a.m. Auditors and 10:00 am Contractors during which all questions submitted in writing and those asked in person will be answered.

**Bid packages due: August 27, 2018 by 4:00 p.m.**

Email completed package to: [jcarmody@waynometro.org](mailto:jcarmody@waynometro.org)

**Deliver or mail sealed bids to: Wayne Metro CAA  
138 Cortland  
Highland Park, MI 48203  
attn: Weatherization Program**

Bids may be delivered, mailed or emailed but must arrive by August 27, 2018 by 4:00 p.m.  
Bids delivered or mailed must contain a flash drive (pdf format) to complete the proposal.

Clearly mark the envelope:

**WEATHERIZATION AUDITORS / QUALITY CONTROL INSPECTORS & YOUR NAME**



Wayne Metropolitan  
Community Action Agency  
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**REQUEST FOR PROPOSALS  
OF  
WEATHERIZATION AUDITORS / QUALITY CONTROL INSPECTORS  
FOR  
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY  
WEATHERIZATION PROGRAM**

**SERVING WAYNE COUNTY**

## **PURPOSE**

Wayne Metropolitan Community Action Agency (WMCAA) is seeking proposals from qualified Auditors/QC Inspectors to perform weatherization audits and quality control inspections for the agency's Weatherization Assistance Program (WAP) covering communities in Wayne County.

Bidders must have extensive knowledge of the technical weatherization program standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, the MDHHS Community Services Policy Manual (CSPM), the Technical Weatherization Policy Manual & Standards (TWP), the Retrofitting Michigan: Standard Work Specifications Field Guide, the National Renewable Energy Laboratory Standard Work Specifications (SWS), and all applicable federal, state, county, and local standards and specifications. Bidders must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs) for Quality Control Inspector and Energy Auditor. Links to these resources are available on WMCAA's website at [www.waynemetro.org](http://www.waynemetro.org).

Selected Auditor/Quality Control ("QC") Inspectors will be placed on a Roster as eligible to be awarded weatherization jobs on a per-job basis. All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices. The award amount for each audit and QCI inspection will be determined by applying an average price list derived from all qualified contractors on the Roster. Program staff will offer jobs to contractors on the Roster in consecutive fashion to equitably distribute available work among contractors. Contractors must be willing to provide services in the entire Wayne County service area.

WMCAA intends to select between 5 and 7 Auditors/QC Inspectors. The amount of contract Audit/QC inspection work available will be based on funding availability and the number of applications necessary to meet Agency goals as determined by the Agency.

## **ABOUT WAYNE METROPOLITAN COMMUNITY ACTION AGENCY**

The mission of Wayne Metropolitan Community Action Agency is to empower people and communities to be strong, healthy and thriving. Wayne Metropolitan Community Action Agency has been providing services to low and moderate income individuals and families since 1971. Since then, Wayne Metro has established a system of diversified programming and funding knowing that Wayne County residents need a source of reliable community support to help them succeed and thrive.

Today, Wayne Metro employees over 300 people and operates more than 50 programs within three core areas: Basic Needs, Youth and Family Services and Community and Economic Development. The agency is proud to provide valuable services to low-income residents throughout Wayne County.

## **FUNDING SOURCES**

Funding for weatherization services is provided by the Department of Energy Weatherization Assistance Program (DOE WAP) and the U.S. Health and Human Services LIHEAP (Low-Income Home Energy Assistance Program) and the DTE Energy Efficiency Assistance Program. The DOE WAP and LIHEAP are administered through the State of Michigan Department of Health and Human Services.

## **PROGRAM SCOPE AND DESCRIPTION**

The Agency provides weatherization services for low-income, single-family households located within Wayne County. Single-family households served may be located in structures containing between one and four dwelling units. Clients served include both owners and renters who meet income eligibility requirements.

By providing weatherization services, the Program aims to:

- Reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the home; and
- Enhance client health and safety by providing adequate ventilation, safely functioning combustion appliances, proper zonal pressures, and smoke/CO detectors.

The Contractor will be commissioned to provide Audit and Quality Control inspection services. The Contractor will complete an Audit for each home using the National Energy Audit Tool (NEAT) data collection form and for each mobile home using the Manufactured Energy Audit (MHEA) data collection form in FACS Pro.

The Auditor evaluates the energy efficiency and health & safety of the home and identifies areas of savings by gathering empirical data, conducting tests and using energy modeling software, in order to reduce the energy consumption, improve the safety, and increase the lifespan of the building; while improving the quality of life and comfort for the occupants. Auditors visually inspect the building shell and mechanical systems; enter data into NEAT in FACS Pro a computerized energy audit to select cost effective measures; and prepare clear and accurate work orders to ensure the most appropriate measures are installed properly. The audit includes the preparation of an Inspection, Work Order, Quality Control Checklist and Cost Center (IWC) form using NEAT in FACS Pro software, which must be completed within fourteen (14) days of the audit.

The work is then contracted out by WMCAA to Contractors competitively selected to be on the Weatherization Program Roster. Contractors complete the work specified. The Auditor may be asked by Contractors to add or delete from the Work Order partial or completed measures. The Auditor will determine if such additions or deletions are appropriate based on the audit conducted, including test results, and will approve/disapprove such change prior to any work being added or deleted.

The Contractor will also be commissioned to provide Quality Control inspections after the weatherization work is completed and approve them for payment. The QC inspections must be performed within fourteen (14) days of completion of the work. The QCI is an evaluator who verifies the work performed against the work order, specifications and standards, performs building diagnostics, records/reports findings and concerns, and specifies corrective actions; by conducting a methodological audit/inspection of the building, performing safety and diagnostic tests, and by observing the retrofit work; in order to ensure the completion, appropriateness and quality of the work providing for the safety, comfort, and energy savings of the occupants.

The QC Inspector will print off the signed/dated Quality Control Checklist in FACS Pro created by the Auditor and take it to the job for the final inspection. The Quality Control Inspection must include an assessment of the original audit and confirm that the measures called for on the work order were appropriate and in accordance with the procedures and protocols approved by the DOE. The QCI will go through each item identified by the Auditor at the beginning of the job and check items off once confirmed they are completed and sign/date then upload the checklist into technical documents in FACS Pro. If a problem exists due to improper or incomplete work on the part of the contractor, the contractor is notified of the problem and need for correction. A re-inspection of the work is conducted.

## **SUBMISSION OF PROPOSAL**

Proposals must be submitted as defined by this RFP. All submissions are to be in sealed envelopes plainly marked on the outside **“WEATHERIZATION AUDITOR/QC INSPECTOR PROPOSAL AND “YOUR COMPANY NAME”**. Submission of documents is a conclusive presumption that the Contractor is familiar with the Request for Proposals and understands and agrees to abide by all of the stipulations and requirements. By submitting the RFP, the Contract Auditor/QC Inspector accepts all terms and conditions specified herein, as well as all Agency, City, State and Federal regulations and requirements pertaining to the operation of the solicited services. WMCAA reserves the right to introduce additional terms and/or conditions as necessary. Bidders must return the RFP intact and complete. Each submission shall be prepared simply and economically, providing a straightforward, concise description of the contractors approach and ability to meet the service area needs, as stated in the RFP and all attached documents. Bidders shall submit one original plus one flash drive with a copy of their complete Request for Proposal response in pdf format.

### **CONTRACT TERM**

Established contracts will be effective from the date initiated through June 30, 2020. In accordance with CSPM Item 409, WMCAA may elect to extend the contracts for a third year.

### **PREPARATION COSTS**

All costs incurred in the preparation and presentation of the RFP shall be wholly absorbed by the contract Auditor/QC Inspector. All documents submitted will become the property of WMCAA.

### **RIGHT TO REJECT / APPEAL PROCEDURE**

WMCAA reserves the right to reject any or all RFPs in whole or in part and to waive any informality, or accept any RFP it may deem necessary in the best interest of the Agency. In the event that an Auditor/QC Inspector wishes to appeal the result of the selection process, Auditor/QC Inspector must follow the appeal procedure contained herein.

### **JOB AWARDS**

The Agency anticipates selecting three Energy Auditor/QC inspectors as a result of this RFP to be placed on a roster of approved Inspectors. The Agency will make no guarantees of work or production and will issue work on an as needed basis. The Agency reserves the right to add additional Auditor/QC Inspectors to the roster to meet production during the term of the Auditor/QC Inspector Agreements resulting from this RFP. The Agency further reserves the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurance and licenses, failure to perform work in a timely manner, failure to meet training requirements and failure to perform work of the quality expected by WMCAA.

All work is issued on a per-job basis to Auditors/Quality Control Inspectors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the distribution of jobs is sequential order as the contractor appears on the Roster; the second consideration is production, which includes the total number of jobs in progress among all contractors. Jobs at any given point in time will be evenly distributed up to the **individual contractor’s current capacity and performance** in the order the names appear on the Roster.

Generally, jobs will be distributed in consecutive order among the contractors on the Roster. However, the Program applies eligibility criteria specified herein to determine whether the contractor is eligible to receive the job when their name appears on the Roster rotation. If the Contractor is not eligible to receive the job the eligibility criteria is applied to the next contractor in order on the Roster and so on until all eligibility criteria are met. All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices.

All weatherization work not specified on the price list will be negotiated with the contractor on a job by job basis or prices will be requested through a supplemental bid.

### **JOB AWARD ELIGIBILITY CRITERIA**

Once awarded a contract to be placed on the Weatherization Auditor/QC Inspector Roster, to be eligible to be awarded a job, a Contractor must meet the following eligibility criteria:

**Work Capacity:** The Contractor must be able to complete the work within the time specified. The contractor will have 14 calendar days from the time of the preliminary award notice to complete the Audit or QC Inspection. If at any time the Contractor has open jobs that exceeds 14 calendar days, no additional work will be issued to that Contractor until said job is completed.

**Quality of Work:** Wayne Metro will monitor each contractor's performance and if there are audit findings after job closeout or missed items on the QCI checklist resulting from the audit Wayne Metro may choose to temporarily remove the Contractor from the regular Roster rotation; or reduce the number of jobs the Contractor can have in progress; or assign jobs on a probationary period; or terminate the contract.

**Refusal of Work:** When a Contractor is preliminarily awarded a job, they have the right to refuse the work. However, the Program assumes that the reason for refusal is that the Contractor does not have the capacity to complete the work within the required timeframe. If a Contractor refuses one job, the Program may assume that Contractor does not have capacity and may choose not to offer the next job to that Contractor. If a Contractor refuses more than 3 jobs the Agency may choose to temporarily remove the Contractor from the regular Roster rotation or elect to terminate the contract.

### **EQUIPMENT FOR WAP AUDITOR/QC INSPECTORS**

Selected Auditors/QC Inspectors are expected to possess the necessary tools and equipment to perform WAP Energy Audits/QC Inspections and testing, such as but not limited to:

- Blower Door(s)
- Infrared Camera
- Vehicle(s) (Auditor/QC Inspector MUST possess)
- Personal CO Detector
- Natural Gas Leak Detector
- Smoke Pens
- Refrigerator meter
- Electronic device (smartphone or tablet) with internet access for web-based tools and tracking

However WMCAA does possess extra equipment (blower doors, infrared cameras, personal CO detectors, gas leak detectors) that may be loaned to Auditors/QC Inspectors on a first come first serve basis.

### **CERTIFICATION REQUIREMENTS FOR WEATHERIZATION AUDITORS/QC INSPECTORS**

Selected Auditors/QC Inspectors must currently possess or obtain within 30 days of contract signing the following MDHS/WAP trainings as specified in CSPM Item 618. WMCAA at its sole discretion may extend the date to obtain training certification due to availability of training/testing sites.

- Weatherization Lead Safe Work Practices (LSW)
- EPA Lead Renovate, Repair and Painting (LRRP) Certification
- Indoor Air Quality/Mold (IAQ) Training

- MIOSHA Training conducted by Occupational Safety and Health Administration qualified instructor. The construction “10-hour Occupational Safety and Health training course” is required.
- ASHRAE 62.2 Training
- Michigan Weatherization Inspector Certification and/or BPI Energy Analyst certification
- BPI Quality Control Inspector Certification

It is the intent of WMCAA to select contractors knowledgeable and capable of performing both energy audits and quality control inspections. The same person cannot conduct both the Energy Audit and the QCI on the same home. The QCI can have no prior involvement on the home either as the energy auditor or as a member of the crew. Contractors will not be assigned both the energy audit and the quality control inspection for the same property.

### **TRAINING**

Selected Auditors/QC Inspectors agree to obtain any additional training required by DOE, the State of Michigan, and WMCAA during the term of the Auditor/QC Inspector Agreement at no additional cost to WMCAA. WMCAA at its discretion may choose to fund the cost of the Auditor/QC Inspectors attendance at appropriate training and as a result may also choose to secure a retention agreement for the cost of said training. If the Contractor does not fulfill his or her obligations under the retention agreement, the Contractor will reimburse WMCAA all costs associated with the training as itemized in the agreement.

Auditors/QC Inspectors will be notified in writing of any additional training and the time period for compliance.

### **INSURANCE REQUIREMENTS**

Appropriate Insurances:

The Contractor and subcontractor(s) must maintain the insurances identified below and provide to Wayne Metro as part of the RFP documentation of the following insurances.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

##### **Minimal Limits:**

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/Completed Operations

##### **Deductible Maximum:**

\$50,000 Each Occurrence

#### **Automobile Liability Insurance**

##### **Minimal Limits:**

\$1,000,000 Per Occurrence

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract.

#### **Workers' Compensation Insurance**

##### **Minimal Limits:**

\$100,000 Each Accident; \$100,000 Each Employee for injury by Disease; \$500,000 Aggregated for injury by Disease.

## INSURANCE INSTRUCTIONS

All required insurance must protect Wayne Metro from claims that may arise out of, are alleged to arise out of, or result from the Contractor's or a subcontractor's performance; be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the Wayne Metro; and be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better. The Contractor shall waive all rights against Wayne Metro for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

All certificates of insurance and duplicate policies shall contain the following:  
Wayne Metropolitan Community Action Agency shall be named additional insured on all policies (excluding Workers' Compensation) and the underwriters will have no right of recovery or subrogation against Wayne Metro including its agents, employees, Board of Directors and agencies.

If any of the required policies provide claims-made coverage, the Contractor must:

- a. Provide coverage with a retroactive date before the effective date of the Agreement or the beginning of Agreement Activities;
- b. Maintain coverage and provide evidence of coverage for at least three years after completion of the Agreement Activities; and
- c. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Contractor must purchase extended reporting coverage for a minimum of three years after completion of work.

The insurance company(s) issuing the policy or policies will have no recourse against Wayne Metro for payment of any premiums or for assessments under any form of policy.

The Contractor will assume any and all deductibles in the above-described insurance policies.

All certificates are to provide twenty (20) days' notice of material change or cancellation.

Certificates of insurance with Wayne Metro as additionally insured must be provided prior to execution of a Contract if selected for the Roster.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring the Contractor and subcontractor(s) to indemnify, defend and hold harmless Wayne Metro.

## **SUBCONTRACTORS**

Selected Audits/QC Inspectors may not subcontract out audits and/or QC inspections for the purpose of this RFP. Selected Auditors/QC Inspectors may not be employed, under contract, or subcontract with any other company or person that is under contract with WMCAA WAP for the duration of the contract associated with this RFP.

## **DEBARRED OR SUSPENDED FROM FEDERAL ASSISTANCE PROGRAMS**

The contractor must certify that they have not been debarred or suspended, or have otherwise been excluded from or deemed ineligible for participation in federal assistance programs. See pages 23-24.

## **CRIMINAL BACKGROUND CHECK**

Prior to any individual performing work under this Agreement, Wayne Metro shall conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check, a national and state sex



offender registry check, and a Central Registry (CR) check for each Contractor, Contractor employee, subcontractor, and subcontractor employee.

The Contractor shall require each employee, subcontractor, and subcontractor employee who works under this Agreement to notify Wayne Metro in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator within 10 days of the event after initial review and approval.

The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Agreement to any employee (current or new), subcontractor, or subcontractor employee based on a determination by Wayne Metro that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

### **CONFLICT OF INTEREST**

The Contractor shall notify Wayne Metro if they or any person holding a key or other position with their company or subcontractor(s) company, have a relationship to or with any Wayne Metro personnel that would be considered a conflict of interest. By signing the RFP, the Contractor is stating that no such relationship exists.

### **GENERAL PROVISIONS**

Auditors/QC Inspectors are required to furnish their own transportation; document current liability, worker's compensation, and auto insurance; and have all of the required training certification listed herein. It is expected that selected Auditors/QC Inspectors will be experienced in performing energy audits in both site built and mobile/manufactured single family housing. If initially selected and in order to be finalized as an Auditor/QC Inspector, the following forms must be completed and submitted by the date prescribed at the time of initial selection: a Confidentiality Statement, Certification Debarment Form, EPA Lead-Safe Certified Firm certificate, Certificates of insurance with WMCAA as additionally insured as described herein, and Request for a Criminal Background Check. All training certifications contained herein must be provided within 30 days of contract signing.

### **SELECTION CRITERIA**

A selection Committee will be convened to open the sealed bids and determine the eligibility of the Auditors/QC Inspectors based upon the criteria stated herein and in the best interest of the Program. The Selection Committee will consist of the Director of Construction projects and the Weatherization Program Managers. It is estimated that three bidders receiving the highest total score will be selected as approved audit/QCI inspection contractors as a result of this request for proposals.

WMCAA reserves the right to add additional Auditors/QC Inspectors as needed to meet production during the term of the Auditor/QC Inspector Agreements resulting from this RFP process. Selection of additional Auditors/QC Inspectors will be made from the remaining pool of qualified candidates that have responded to this RFP and based on the point system included in this packet. Should the pool of qualified contractors resulting from the RFP process not be adequate at any point in time to meet production, Wayne Metro reserves the right to reissue an RFP to add additional contractors to the Roster as needed to meet production.

Auditors/QC Inspectors will be selected using a points system based on qualifications, experience and price. The point system selection criteria are included in this packet.

**Bid Announcement**

*This Request for Proposals will be sent electronically to all existing eligible contractors. The RFP will also be available online at [www.waynemetrol.org/request-for-proposals](http://www.waynemetrol.org/request-for-proposals).*

**August 1, 2018****Questions Accepted from Bidders through**

*Prospective contractors may submit questions in writing until August 20, 2018 at 5 pm by emailing them to [JCarmody@waynemetrol.org](mailto:JCarmody@waynemetrol.org). Answers to questions will be posted to Agency website within 2 business days.*

**August 1 – Aug. 20, 2018  
5 pm****Pre-Bid Conference – Wayne Metropolitan CAA  
138 Cortland, Highland Park MI 48203**

*Optional meeting for prospective Contractors for technical assistance and Q & A session.*

**August 17, 2018  
9 am****Final Answers Posted on Agency Website**

*Answers to all questions submitted in writing or at pre-bid conference will be posted on the agency website.  
[www.waynemetrol.org/request-for-proposals](http://www.waynemetrol.org/request-for-proposals)*

**August 21, 2018  
5 pm****Bid Packages Due**

Deliver sealed bids to: Wayne Metro CAA  
138 Cortland  
Highland Park, MI 48203  
**Clearly mark the envelope:**

**WEATHERIZATION CONTRACTOR PROPOSAL [Company Name]**

**August 27, 2018  
4:00 pm**

Applicants encouraged to email bids to: [jcarmody@waynemetrol.org](mailto:jcarmody@waynemetrol.org) with subject line: **Weatherization Contractor Proposal [company name]**.  
No faxed bids will be accepted. No late bids accepted.

**Bids Opened (emails printed)****August 27, 2018  
4:30 pm****Initial Selection Notification to Contractors****September 7, 2018****Orientation Session**

*Mandatory orientation session for all selected contractors. Final documents due may be submitted at this session.*

**September 14, 2018  
9 am**

**WAYNE METROPOLITAN COMMUNITY ACTION AGENCY  
WEATHERIZATION PROGRAM**

**AUDITOR/QC INSPECTOR RFP INSTRUCTIONS & SUBMISSION CHECKLIST**

Complete this package and return to **Wayne Metropolitan Community Action Agency by August 27, 2018 – 4:00 pm for consideration as an Auditor/QC Inspector. Submit only one copy of the bid package.**

**Company Name:**

**RFP Application**

Contractor RFP Application

**Selection Criteria - Points**

It is the responsibility of the applicant to submit support documentation that will allow the selection committee to reasonably ascertain whether points should be awarded in a particular category.

- Item #1 Criteria Point Sheet: Previous work history completing DOE WAP Energy Audits and QC Inspections with Wayne Metro and/or for another State of Michigan WAP provider and/or years of experience conducting residential audits.
- Item #2, #3, #4, #5, #6, #7, #8 Criteria Point Sheet: Training
- Item #9 Criteria Point Sheet: EPA Lead-Safe Certified Firm
- Item #10 Criteria Point Sheet: Price (Audit, QC Inspection, Follow-up Inspection, Deferred Inspection and Miscellaneous Hourly Rate)
- Item #11, #12 Criteria Point Sheet: Women-owned business enterprise and minority-owned business enterprise.

By signing this Auditor/QC Inspector RFP bid application, I certify that I am legally permitted to represent the company in contracting, fully understand and agree to abide by the terms of the RFP, and certify that I have not been debarred or suspended, or have otherwise been excluded from or deemed ineligible for participation in federal assistance programs. I verify that the answers provided in this application are accurate to the best of my knowledge and hereby authorize WMCAA to verify all information provided in this application. I have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid.

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Signature

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Date

**Wayne Metropolitan Community Action Agency  
Weatherization Program  
Auditor/QC Inspector Selection Criteria**

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<b><u>ITEM #</u></b>	<b><u>TOTAL POSSIBLE POINTS = 110</u></b> <i>* In the event of a tie, the lowest fee combination result will be used to determine the selected Auditor/QC Inspector.</i>	<b><u>Possible Points</u></b>
1.	<b>Previous WAP Weatherization Experience:</b>	20 points
	Previous work history completing DOE WAP Audits/QC Inspections with Wayne Metro and/or another State of Michigan WAP provider and/or years of experience conducting residential energy audits.	
2.	<b>Training Certificates:</b>	60 points
	IREC Certified Quality Control Inspector from DOE approved accredited organization (25 points) State of Michigan Weatherization Inspector Certification and/or Building Performance Institute (BPI) Building Analyst Certification or comparable certification (10 points) Lead Safe Work Practice Training Certification ( 5 points) EPA Lead Renovate, Repair and Painting Certification (5 points) Indoor Air Quality/Mold Training (5 points) MIOSHA Training – “10-hour Occupational Safety and Health Training Course” (5 points) ASHRAE 62.2 Training (5 points)	
3.	<b>Firm Certification:</b>	5 points
	EPA Lead-Safe Certified Firm	
4.	<b>Price:</b>	15 points
	Combination of fee for Audit, QC Inspection, Follow-up Inspection, Deferred Inspection and Miscellaneous Hourly Rate	
5.	<b>Priority Points:</b>	10 points
	Women-Owned Business Enterprise (5 Points); Minority-Owned Business Enterprise (5 Points)	



**WEATHERIZATION PROGRAM  
CONTRACTOR RFP APPLICATION COVER SHEET**

<b>COMPANY INFORMATION</b>		
Auditor/QC Inspector Name (Please Print):		
Company Name (If Applicable):		
Address:		
City, State and ZIP:		
Telephone:	Mobile Phone:	
Email:		
Corporation <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>
<b>PRINCIPALS OF FIRM</b> <i>(Must be Authorized Officials of the Firm)</i> If Corporation or Partnership – Attach Articles of Incorporation		
Name:	Title:	
Home Address:		
City, State and ZIP:		
Name:	Title:	
Home Address:		
City, State and ZIP:		
Name:	Title:	
Home Address:		
City, State and ZIP:		
Name:	Title:	

Home Address:
City, State and ZIP:

<b>BACKGROUND INFORMATION</b>	
Date Company Formed:	Number of Full-time Employees:
List all staff that will perform any work related to the energy audits and quality control inspections: Provide Name, Title, Duties, and Number of Years Employed by the Company. Attach any certifications for the support staff.	
How many WAP energy audits did you complete between July 1, 2017 – June 30, 2018?	How many WAP Quality Control Inspections did you complete between July 1, 2017 – June 30, 2018?
Do you own a blower door with digital manometer? List Make/Model # <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own a CO meter? List Make/Model # <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you own a Gas Leak Detector? List Make/Model # <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been terminated by a Weatherization Assistance Program? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide details (attach additional pages as needed):	
Do you have any prior bankruptcy or insolvency filings within the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide details (attach additional pages and documentation as needed):	
Federal Employer Identification Number:	
Will you allow us to run your credit report? <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Item #1 Criteria Point Sheet: Previous Weatherization Work History

**Maximum number of points an individual contractor can receive for experience is capped at 20 points.**

**One full year of previous work experience in good standing completing DOE weatherization audits and/or quality control inspections with Wayne Metro and/or another Agency between 2014 and present will be awarded 20 points.**

Do you have at least **one full year** of previous work experience in good standing completing jobs with the Wayne Metro Weatherization Program and/or another Agency completing DOE Weatherization jobs (previous work experience between 2014 and present)?

Yes

No

### **AGENCY REFERENCE AUTHORIZATION**

Please provide the names, addresses and phone numbers of up to 5 Agencies for whom you have provided weatherization audit/QCI services:

The provision of these names below signifies that you authorize Wayne Metro to contact the listed agencies. Wayne Metro may contact each agency you list and ask them questions about the years of service, how satisfied they are with the work and your firm's customer relations. This authorization is valid until the conclusion of the contractor selection process. Include the agency name, contact person if available, agency city, and phone number. **To receive the points above you must include a verification letter that clearly identifies the number of years of service, approximate number of audits/QC Inspections and reference (Sample Verification Letter on next page). Other forms of documentation will be considered by the selection committee.**

Name of WAP/LWO	Address	Phone Number	Dates of Work History

**Previous Weatherization work experience with Wayne Metro's Weatherization Program?**

Yes       No

**If yes with Wayne Metro how many years? \_\_\_\_\_**

**Approximate number of audits completed: \_\_\_\_\_**

**Approximate number of Quality Control Inspections Completed: \_\_\_\_\_**

**OFFICE USE ONLY**

Records reviewed and certified by: \_\_\_\_\_,  
that (insert contractor name) \_\_\_\_\_ has had  
previous work history with the WMCAA Weatherization Program between 2014  
and present in good standing with the program. Number of years: \_\_\_\_\_



Previous Weatherization Work History Verification

\*Note - Print on WAP Program Letterhead

Date: \_\_\_\_\_

To Wayne Metropolitan Community Action Agency:

Please be advised that \_\_\_\_\_ has provided weatherization  
(Contractor Name)

energy audit and/or quality control inspections with the \_\_\_\_\_  
Name of WAP / LWO  
Weatherization Program.

Services were provided during the following program years:

Please list years of service: \_\_\_\_\_  
\_\_\_\_\_.

Total Number of Years of Service: \_\_\_\_\_  
Approximate Number of Audits Completed: \_\_\_\_\_  
Approximate Number of Quality Control Inspections Completed: \_\_\_\_\_

The above identified contractor performed weatherization services in good standing with our DOE Weatherization Program.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Years of Experience Completing Non-WAP Weatherization Energy Audits and/or Quality Control Inspections  
(2 points per year up to 5 years since 2014)**

Please note that the maximum number of points for previous work experience (both WAP and Non-WAP) is capped at 20 points.

Do you have previous work experience in good standing providing residential energy audits and/or residential quality control inspection services comparable to those described herein (previous work experience between 2014 and present)?

Yes

No

If yes, for how many years since 2014 (check all years which apply)?

2014    2015    2016    2017    2018

Attached documentation that demonstrates your company provided weatherization services in each year marked. **Attach** contact information Wayne Metro can use to verify the information provided. Provide a detailed description of the types of services provided, the number of units completed, and the dollar amount of the services for each year marked. Include the percentage the services represented of your business for each year.

## Item #2, #3, #4, #5, #6, #7, #8 Criteria Point Sheet: Training

Certifications (**Attach** copy of each certification achieved)

- IREC Certified Quality Control Inspector from DOE approved accredited organization (25 Points)
- State of Michigan Weatherization Inspector Certification and/or Building Performance Institute Analyst Certification (10 Points)
- State of Michigan Weatherization Lead Safe Work Training Certification (5 Points)
- US EPA Lead Renovate, Repair and Painting (LRRP) Certification (5 Points)
- State of Michigan Weatherization Indoor Air Quality/Mold Training (5 Points)
- MIOSHA Training – “10-hour Occupational Safety and Health Training Course” (5 Points)
- ASHRAE 62.2 Training (5 Points)

## Item #9 Criteria Point Sheet: Firm Certification

- EPA Lead-Safe Certified Firm (5 Points)  
(**Attach** copy of certification)

**Item #10 Price**

Complete the following Auditor / Quality Control Inspector Fee Schedule  
(15 points)

Auditors/QC Inspectors are to fill out and submit as part of the RFP, an Auditor/QC Inspector Fee Schedule (below).

Pricing will play a vital role in the selection of Auditors/QC Inspectors; failure to complete the Fee Schedule may render the RFP **void** of any consideration. Price list points will be awarded based on the combined fees for WAP Audits, QC Inspections, Follow-up Inspection, Deferred Inspection and Miscellaneous Hourly Rate.

One of Wayne Metro’s objectives in procurement of weatherization Auditor/QC Inspectors is to obtain professional services at the best value taking into account not only the competitiveness in price, but also compliance with DOE/State of MI and TWP requirements and the quality of service. It is not in the interest of Wayne Metro to accept unreasonably low or high bids. Wayne Metro reserves the right to reject bids that are determined to be priced **unreasonably** low or high. If prices are determined to be **unreasonably** low or high Wayne Metro may invite the bidder to provide clarification or justification or any information which may be helpful in explaining why the price is not unreasonably low or high. You will not be allowed to introduce any changes to the original bid.

Once selected as a Contractor, all work is issued on a per-job basis to contractors on the Roster in consecutive fashion and other award eligibility criteria as described in this RFP. Contractors submitting RFPs must agree to averaging prices. The final contract price list for services will be derived by determining the average price from all qualified contractors selected for the Roster. Price list adjustments will be considered on an annual basis. Contractors must indicate a price for each item on the list. If any required items are left blank, the proposal will be considered incomplete and the proposal may be rejected.

List total cost per inspection, including all personnel, travel, communication, insurance and related costs.

<b>Auditor/QC Inspector Fees</b>	<b>Amount</b>
Fee to perform a complete DOE/State of MI Approved WAP Energy Audit (1 Field Follow-up with contractor)	\$
Fee to perform a complete DOE/State of MI Approved WAP QC Inspection (Price to include one re-inspection if needed)	\$
Fee to perform a 2 <sup>nd</sup> Follow-up (Re-inspection) QC Post-Inspection	\$
Deferred Inspection	\$
Hourly Rate for miscellaneous work	\$
Points (0-15, to be filled out by WMCAA Selection Committee)	

**Item #11 and #12 Criteria Point Sheet**

Women-owned business enterprise (5 points)

Minority-owned business enterprise (5 points)

Is your company a woman-owned business enterprise that is a least 51% owned and operated by a woman. **Attach documentation of business ownership or registration with a women's business enterprise program.**

Yes

No

Is your company a minority-owned business enterprise that is a least 51% owned and operated by a minority. **Attach documentation of business ownership or registration with a minority business enterprise program.**

Yes

No

**Wayne Metropolitan Community Action Agency  
Weatherization Program  
Auditor/QC Inspector Appeal Procedure**

If you have not been selected as an Auditor/QC Inspector for the Wayne Metropolitan Community Action Agency and you believe that your application was not selected for reasons you can refute through documentation, you have the right to appeal using the following procedure.

1. Each Auditor/QC Inspector applying to work with the weatherization program will receive either a selection or non-selection letter indicating the reason for non-selection.
2. If you are not selected as an Auditor/QC Inspector, you have the right to appeal by submitting a letter to the Wayne Metro Director of Program Operations detailing the reason you feel the application was not fairly considered and including any documentation supporting your position. Your appeal must be postmarked within 10 days of the date the decision letter was mailed to you.
3. The Wayne Metro Director of Program Operations will review the appeal information and respond in writing.
4. If after receiving the decision from the Director of Program Operations you still do not agree with the decision, you may appeal to the Wayne Metro Chief Executive Officer. Appeals to the CEO must be in writing and should be made within 10 days of the date the Director of Program Operations decision letter was mailed to you. The decision reached by the Chief Executive Officer represents the final determination to be made by the Agency level, and the client will be notified in writing of this decision. A copy of this decision will be forwarded to the Board of Directors.
5. If you are not satisfied with the decision rendered by the Chief Executive Officer, you will be directed and given assistance by staff to contact a representative of the appropriate funding source in order to appeal the decision rendered at the Agency level. The decision rendered by the funding source is the final step in the appeal procedure.

**Auditor/QC Inspector**

**AUDITOR/QC INSPECTOR'S NAME:** \_\_\_\_\_

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(Before Signing Certification, Read Attached Instruction)**

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXECUTION**

The Contractor has executed this Certification on the dates set forth below.

**CONTRACTOR**

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligibility or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the DOL, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in an covered transaction may rely upon a certification of a prospective participant in an lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



# **SAMPLE CONTRACT**

## **AUDITOR / QUALITY CONTROL INSPECTOR AGREEMENT**

THIS AGREEMENT made for the period of October 1, 2018 through September 30, 2020 by Wayne Metropolitan Community Action Agency, 7310 Woodward, Suite 800, Detroit, Michigan 48202 herein after called Agency and between \_\_\_\_\_, herein called Auditor/QC Inspector.

### **Statement of Work**

The Auditor/QC Inspector shall furnish all supervision, labor, tools, equipment, materials and services, and perform all work required in accordance with the standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, Wayne Metro, the Technical Weatherization Policy Manual & Standards (TWP), the Retrofitting Michigan: Standard Work Specifications Field Guide, the National Renewable Energy Laboratory Standard Work Specifications (SWS), the Community Services Policy Manual, 10 CFR 440 Appendix A, and all applicable federal, state, county, and local standards and specifications.

The properties to be contracted for audit/QC inspection will be issued by the Agency as the properties are determined eligible for services. All work is issued on a per-job basis to Auditors/Quality Control Inspectors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the distribution of jobs is sequential order as the contractor appears on the Roster; the second consideration is production, which includes the total number of jobs in progress among all contractors. Jobs at any given point in time will be evenly distributed up to the **individual contractor's current capacity and performance** in the order the names appear on the Roster.

The Auditor/QC Inspector agrees to inspect said dwellings in a professional, workmanlike and thorough manner at such times and places as designated by the Agency.

### **General Conditions**

1. The Auditor/QC Inspector shall adhere to all program policies and procedures described in the RFP which is attached hereto and incorporated herein.
2. The Auditor/QC Inspector shall be considered an independent contractor and not an employee of the Agency. The Auditor/QC Inspector shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work to be performed under this Agreement.
3. The Auditor/QC Inspector agrees that all Energy Audits and QC Inspections will be performed by himself/herself. No work shall be subcontracted.

4. No work shall begin until the Agency has given its approval to the Auditor/QC Inspector to do so. The Auditor/QC Inspector must achieve Interstate Renewable Energy Council (IREC) accredited QCI certification prior to being assigned QC Inspections. Auditor/Inspectors will have thirty days from execution of this contract to attain QCI (IREC) accreditation. Failure to obtain the QCI (IREC) accreditation will result in termination of this contract.
5. All audits and quality control inspections shall be completed in a professional and thorough manner acceptable to the Agency and shall be performed in accordance with the State and local codes and procedures outlined in the Technical Weatherization Policy Manual (TWP), Michigan Weatherization Field Guide, Community Services Policy Manual (CSPM), National Renewable Energy Standard Work Specifications, Department of Energy Job Task Analysis, and or any other manual as provided by the WMCAA and the State of Michigan incorporated herein by reference.
6. It will be the responsibility of the Auditor/QC Inspector to conduct the site visit and enter data into the "Inspection TAB" required on the IWC and the NEAT/MHEA audit. Audits must include the completion of the applicable data of the "Inspection TAB" required on the IWC as well as the blower door testing and health and safety inspection/testing. This must be done within **(14)** business days of the site visit. The Auditor/QC Inspector may also be assigned to evaluate the adequacy, effectiveness and quality of work performed (quality control inspections). This must be done within **(14)** business days of the Weatherization Contractors completion of measures to be installed.
7. The Auditor/QC inspector shall perform health and safety inspections and tests, blower door test, Combustion Appliance Zone (CAZ) test, meter and evaluate efficiency of the refrigerator and complete the required forms for each home designated by the Agency.
8. The Auditor/QC inspector shall provide the client with education on energy related habits that may be changed to help reduce the client's energy burden.
9. The Auditor/QC Inspector shall have access to, at their own expense equipment that meets the specifications of the Agency in order to adequately perform audit and quality control inspections. Said equipment shall include the following:
  - 1) Blower Door with a current model digital gauge or approved equivalent
  - 2) Carbon Monoxide Detector
  - 3) Gas/Leak Detector
  - 5) Smoke Pencil for measuring drafts and air flow or preferably an air flow meter
  - 6) Digital Camera
  - 7) Ladders, drill, and general purpose/carpentry hand tools
  - 8) Computer
  - 9) Transportation
  - 10) Electronic device (smartphone or tablet) with internet access for web-based tools and tracking

#### 11) Refrigerator Meter

10. The Auditor/QC Inspector shall repair all damages by the Auditor/QC Inspector resulting from work under this Agreement at no additional cost to the client or Agency.
11. The Auditor/QC Inspector shall utilize "Lead Safe Work Practices" when performing all work.
12. The Auditor/QC Inspector must complete work within specified date for each job assigned by Agency. At the option of the Agency, the job and/or this Agreement may be cancelled by failure of the Auditor/QC Inspector to complete work by the specified date.
13. The Auditor/QC Inspector shall indemnify, defend and hold harmless Wayne Metropolitan Community Action Agency, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of Auditor/QC Inspector, its agents, officers or employees, or otherwise arising out of or in connection with Auditor/QC Inspector's performance under this Agreement.
14. The Auditor/QC Inspector shall not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin, and will comply with all federal, state and local laws, regulations and requirements concerning same.
15. The Auditor/QC Inspector shall respect the privacy and confidentiality of all Wayne Metropolitan Community Action Agency clients by securing all hard copy and electronic data containing client information and by discussing these clients in a professional context only.
16. Should any dispute arise with respect to the terms of this Agreement or with respect to work performed here under, including but not limited to claims of improper workmanship or use of improper materials or of any loss sustained by the Agency, such dispute shall be resolved by Binding Arbitration. Both parties shall equally share the cost of Arbitration. The matter shall be submitted to the American Arbitration Association, Detroit, Michigan, which shall act as sole Arbitrator of the dispute. The final decision of the Arbitration shall be final and conclusive upon both parties.
17. The Auditor/QC Inspector shall participate in all trainings as required by the Agency and Michigan Department of Human Services, Bureau of Community Action and Economic Opportunity, Weatherization Division.
18. The Agency may elect to sponsor the selected Auditor/QC Inspector's attendance at a certified training course selected by the Agency. Wayne Metro as the sponsor will pay for participation in the training course and reasonable travel costs in accordance with DOE and WMCAA standards. If the candidate accepts Wayne Metro's sponsorship of

this training then they will sign a retention agreement were by they agree to satisfactorily complete the training course and any examinations required and remain actively participating in audit/QC inspections for a period of no less than twelve months following certification. If the Auditor/QC Inspector does not fulfill his or her obligations under the retention agreement, the Auditor/QC Inspector will reimburse Wayne Metro all costs associated with the training as itemized in the agreement.

19. The Auditor/QC Inspector shall maintain full and complete books and records, which shall reflect their operation pursuant to this Agreement. Financial records shall be kept in accordance with generally accepted accounting practices.
20. The Auditor/QC Inspector shall inform the Agency as soon as the following becomes known:
  - a) Probable delays or adverse conditions, which do or may materially, prevent the meeting of the objects of the services herein. This disclosure shall be accompanied by a statement of any remedial action taken or contemplated by the Auditor/QC Inspector.

## **Compensation**

1. For performance under the terms of this Agreement, the Agency will compensate the Auditor/QC Inspector at a rate of \$\_\_\_\_\_ per audit. This fee includes one field follow-up with the contractor. In addition, a one-time fee of \$\_\_\_\_\_ will be paid for a missed client field appointment. If the auditor arrives at the site of a scheduled appointment and is unable to perform the scheduled inspection because the client or their representative has failed to keep or is unprepared for the appointment, then a rate of \$\_\_\_\_\_ service call fee shall be assessed. The auditor involved in the missed client field appointment, must immediately call the office and report the missed appointment to the Weatherization Program Manager. If the consultant is required to complete a QCI on a home, they shall be compensated at a rate of \$\_\_\_\_\_ per completed inspection and \$\_\_\_\_\_ to inspect a call back (GIG). Wayne Metro will not provide fringe benefits. Payment for services rendered under this Contract is subject to the availability of funds.
2. All work is issued on a per-job basis to Auditors/Quality Control Inspectors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the distribution of jobs is sequential order as the contractor appears on the Roster; the second consideration is production, which includes the total number of jobs in progress among all contractors. Jobs at any given point in time will be evenly distributed up to the individual contractor's current capacity and performance in the order the names appear on the Roster.

Generally, jobs will be distributed in consecutive order among the contractors on the Roster. However, the Program applies eligibility criteria specified herein to determine whether the contractor is eligible to receive the job when their name appears on the Roster rotation. If the Contractor is not eligible to receive the job the eligibility criteria is

applied to the next contractor in order on the Roster and so on until all eligibility criteria are met.

An Auditor/Quality Control Inspector must meet the following eligibility criteria to be awarded a job:

**Work Capacity:** The Auditor/Quality Control Inspector must be able to complete the work within the time specified. The Auditor/Quality Control Inspector will have 14 calendar days from the time of the preliminary award notice to complete the Audit or QC Inspection. If at any time the Auditor/Quality Control Inspector has open jobs that exceeds 14 calendar days, no additional work will be issued to that Auditor/Quality Control Inspector until said job is completed.

**Quality of Work:** Wayne Metro will monitor each contractor's performance and if there are audit findings after job closeout or missed items on the QCI checklist resulting from the audit Wayne Metro may choose to temporarily remove the Auditor/Quality Control Inspector from the regular Roster rotation; or reduce the number of jobs the Auditor/Quality Control Inspector can have in progress; or assign jobs on a probationary period; or terminate the contract.

**Refusal of Work:** When an Auditor/Quality Control Inspector is preliminarily awarded a job, they have the right to refuse the work. However, the Program assumes that the reason for refusal is that the Auditor/Quality Control Inspector does not have the capacity to complete the work within the required timeframe. If a Contractor refuses one job, the Program may assume that Auditor/Quality Control Inspector does not have capacity and may choose not to offer the next job to that Auditor/Quality Control Inspector. If an Auditor/Quality Control Inspector refuses more than 3 jobs the Agency may choose to temporarily remove the Auditor/Quality Control Inspector from the regular Roster rotation or elect to terminate the contract.

3. No payment shall be made until after satisfactory review and approval of the work by the Agency.
4. Upon completion of all work on a dwelling, the Auditor/QC Inspector shall submit an invoice to the Agency Weatherization Program Manager. Invoices must be submitted within 30 days of the work completed to receive payment.
5. The Agency will make no guarantees of work or production and will issue work on an as need basis.

## **Performance Evaluation**

An Agency Weatherization program staff person shall evaluate the Auditor/QC inspector's work at least once a year. The Agency reserves the right to increase the frequency of the performance evaluation at its discretion and in the best interest of the Weatherization Program. The Auditor/QC Inspector will be evaluated on the following areas:

1. Gas Leak Test in and around the home
2. Ambient Air Test for Carbon Monoxide (CO)
3. Combustion Appliance Zone (CAZ) Testing of all vented combustion appliances
4. Zone Pressure Diagnostic (ZPD) Test when dwelling has attached or “tuck- under” garage
5. ASHRAE 62.2 Standards
6. Indoor Air Quality (IAQ) Assessment
7. Blower Door Test
8. Identify Bypass’s vs. Infiltration/Exfiltration (what method was used to determine)
9. Measuring the Dwelling
10. Finished and/or Unfinished Attic
11. Attic Ventilation
12. Foundation Measure
13. Refrigerator Assessment
14. LED( Light Emitting Diode) Assessment for Replacement
15. Health and Safety Measures
  - a. Smoke Detector - identify quantity and area for placement
  - b. Dryer venting
  - c. Other Health and Safety item(s)
16. Notices (IAQ, POTENTIAL HAZARD...)
17. Incidental Repairs
18. Optional Measures
19. Customer/Client Interaction
20. Completeness of Inspection Document
21. Photos and Drawings
22. Completeness of Work Order
23. Completeness of Client Notices
24. Correct LSW Inspection Practices
25. Appropriate Audit Document
26. Transfer of required audit information into FACSPRO Wx Module

Failure to satisfactorily perform the Auditor/QC Inspector performance evaluation may result in cancellation of the Agreement. The Agency at its discretion may suspend the Agreement and allow the Auditor/QC Inspector to request training and technical assistance before conducting a re-evaluation.

## **Agency**

Wayne Metro reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency will make no guarantees of work or production and will issue work on an as needed basis. The Agency further reserve the right to terminate the working relationship with a Auditor/QC Inspector for reasons including, but not limited to, failure to provide proof of insurance and licenses, failure to perform work in a timely manner, and failure to perform work of the quality expected by Wayne Metro.

## Contract Requirements

Regulatory and Programmatic requirements: Auditor/QC Inspector shall comply with all federal, state and local statutes, regulations and administrative rules, and any amendments thereto, as they may apply to the performance of this Agreement. In additions, all services provided under this Agreement will meet the regulatory and programmatic requirements of the Department of Energy (DOE), Weatherization Assistance Program for Low Income Persons (P.L. 94.385 of 1976 as amended); the DOE Weatherization Program Notices (WPNs) the State of Michigan Annual State Weatherization Plan (and any amendments); the Technical Weatherization Policy Manual & Standards (TWP); the Community Services Policy Manual (CSPM); National Renewable Energy Laboratory Standard Work Specifications (SWS) and all applicable state- enabling and appropriate legislation are hereby incorporated by reference and shall be the controlling authority for all matters not specifically covered in this Agreement. The CSPM, as may be amended, will prevail when the manual has policy which contains additional requirements to the cited regulations below:

- (a) 10 CFR Part 440, Department of Energy Weatherization Assistance for Low Income Persons Program Regulations.
- (b) 10 CFR Part 600, Financial Assistance Rules for Department of Energy.

Copeland “Anti-Kickback” Act: For all construction or repair contracts awarded, Auditor/QC Inspector hereby agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, Auditor/QC Inspector hereby agrees to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

Executive Order 11246: For all construction contracts awarded in excess of \$10,000, Auditor/QC Inspector hereby agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

The Auditor/QC Inspector shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to Title VI and VII of the Civil Rights Act, 42 USC 2000d et seq., and the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

The Auditor/QC Inspector shall also comply with the provisions of:

- a. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq.
- b. The Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq.
- c. Section 504 of the Federal Rehabilitation Act of 1973, 29 USC 791 et seq., which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The Auditor/QC Inspector further agrees that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as here specified, binding upon each subcontractor.

- d. HIPAA regulations at 42 CFR Part 160 and Part 164.
- e. Prohibition Against National Origin Discrimination As It Affects Persons with Limited English Proficiency, as published in the Federal Register on August 30, 2000 (65 FR pages 52672-52774).
- f. Unfair Labor Practices of 1980, MCL 423.231, et seq

Pursuant to 1980 PA 278, MCL 423.231, et seq., the Agency shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. The Auditor/QC Inspector, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, 11 MCL 423.324, the Agency may void any Agreement if, subsequent to award of the Agreement, the name of grantor as an employer or the name of the subcontractor, manufacturer or supplier of grantor appears in the register.

Certifications Regarding Lobbying - As required by section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Auditor/QC Inspector certifies to the best of its knowledge, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons influencing or attempting to influence an officer or employee of any department, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.



2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The Auditor/QC Inspector shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
4. The Agency has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Auditor/QC Inspector certifies, to the best of his or her knowledge and belief that no Agency funds have been paid nor will be paid, by or on behalf of the selected applicant(s), to any person for influencing or attempting to influence an officer or employee of any Wayne Metro or State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any Agency contract, the making of any Agency grant, the making of any Agency loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Agency or State of Michigan contract, grant, loan or cooperative agreement.

No member of the Legislature or Judiciary of the Agency or the State of Michigan or any individual employed by the Agency or the State shall be permitted to share in the Agreement, or any benefit that arises from the Agreement.

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

Rights in Data and Patent Rights (Ownership and Proprietary Interest): Wayne Metro shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Auditor/QC Inspector pursuant to the terms of this Agreement, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Agreement.

Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Examination and Maintenance of Records: Auditor/QC Inspector shall permit Wayne Metro, DHS or any of their authorized agents' access to the facilities being utilized at any reasonable time during regular agency business hours and/or regular hours of service delivery to observe the operation of the program. Further, in accordance with 10 CFR 600.242, Auditor/QC Inspector shall retain all books, records or other documentation relevant to this Agreement for six (6) years after the date the final State of Michigan financial status report has been submitted by Wayne Metro under this Agreement. Federal auditors and any persons duly authorized by Wayne Metro and the DHS shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six year period and extends past that period, all documents shall be maintained until the audit is complete.

#### DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

#### *ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)*

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Check if there are workplaces on file that are not identified here.

**ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)**

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

1. Auditor/QC Inspector certifies that they and their principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, Auditor/QC Inspector shall attach an explanation to this Agreement.

Criminal Background Check: As a condition of the Agreement, the Auditor/QC Inspector certifies that they shall perform the following requirements:

- a) The Auditor/QC Inspector will ensure that a Criminal Conviction History Inquiry Consent Form, National Sex Offender Public Registry Inquiry Consent Form, and Residency and Criminal History Declaration Form be completed for each owner or employee who will work directly with clients under this Agreement, who will work in client homes under this Agreement, or who will have access to client information under this Agreement.
- b) The Auditor/QC Inspector will ensure that all of the required Inquiry Consent Forms are submitted to the Agency at the time of the Agreement signing and immediately upon hiring and/or assigning a new owner or employee to any work related to this Agreement as specified in the previous paragraph.

- c) The Agency will conduct all Criminal Conviction History Inquiries and National Sex Offender Public Registry Inquiries. If these Inquires or the Residency and Criminal History Declaration Form indicate any criminal convictions(s) or other area(s) of concern, the Agency will review the information and determine whether the conviction(s) or concern(s) may or may not be detrimental to the Agency and the Agency's clients. The Agency will then determine if the owner or employee is eligible to ineligible to perform any work related to the Agreement, to include working directly in client homes, or having access to client information under this contract.
- d) The Agency will notify the Auditor/QC Inspector who is ineligible to perform any work related to this Agreement.

Technical Information Records and Reports: All notes, design, memoranda, reports, computer programs, client files (and supporting data which may be on cards, tapes, discs and the like), and other technical data, if any, furnished or developed by Auditor/QC Inspector pursuant to the provisions of this Contract, shall be and become the property of Wayne Metro. All such notes, design, etc. shall be delivered to Wayne Metro upon demand, for use for any purpose without the necessity of compensating Auditor/QC Inspector or any other person(s) for the use thereof.

Confidential Information: Auditor/QC Inspector shall not publish or otherwise disclose, except to Wayne Metro and except matter of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.

Termination for Cause and for Convenience: The Agency may terminate the Contract for default and take possession of the premises and all materials thereon and finish the work by whatever methods it may choose, by giving ten (10) days written notice to the Auditor/QC Inspector, upon the occurrence of any one or more of the events hereafter specified:

1. The Auditor/QC Inspector makes a general assignment for the benefit of its creditors, or a receiver is appointed as a result of the insolvency of the Auditor/QC Inspector.
2. The Auditor/QC Inspector refuses or fails to complete the work required herein.
3. The Auditor/QC Inspector fails to make prompt payment to subcontractors for material or labor.
4. The Auditor/QC Inspector fails to comply with any applicable federal, state, or local law or regulation.
5. The Auditor/QC Inspector fails to comply with instructions of the Project Manager, or breaches a material provision of the Contract.

In the event the Contract is terminated by the Agency for default, the Auditor/QC Inspector shall not be entitled to receive any further amounts under the Contract for work that has not been accepted as of the date of termination. The Auditor/QC Inspector shall bear all costs and liabilities incurred by the Agency and caused by, or relating to, the Auditor/QC Inspector's breach, including, but not limited to, increased costs in completing the work.

Termination for Convenience. The Agency may terminate the Contract in whole or in part if the Agency determines that termination is in the best interests of the Agency.

No Third-Party Rights: This Agreement is entered into solely for the benefit of Wayne Metro and the Auditor/QC Inspector. There is no intention, express or implied, to create any rights or interests for any other person or entity.

## **Insurance**

Appropriate Insurances:

The Contractor and subcontractor(s) must maintain the insurances identified below and provide to Wayne Metro as part of the RFP documentation of the following insurances.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

#### Minimal Limits:

\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$2,000,000 General Aggregate Limit  
\$2,000,000 Products/Completed Operations

#### Deductible Maximum:

\$50,000 Each Occurrence

### **Automobile Liability Insurance**

#### Minimal Limits:

\$1,000,000 Per Occurrence  
Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract.

### **Workers' Compensation Insurance**

#### Minimal Limits:

\$100,000 Each Accident; \$100,000 Each Employee for injury by Disease; \$500,000 Aggregated for injury by Disease.

### **INSURANCE INSTRUCTIONS**

All required insurance must protect Wayne Metro from claims that may arise out of, are alleged to arise out of, or result from the Contractor's or a subcontractor's performance; be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the Wayne Metro; and be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better. The Contractor shall waive all rights against Wayne Metro for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

All certificates of insurance and duplicate policies shall contain the following:

Wayne Metropolitan Community Action Agency shall be named additional insured on all policies (excluding Workers' Compensation) and the underwriters will have no right of recovery

or subrogation against Wayne Metro including its agents, employees, Board of Directors and agencies.

If any of the required policies provide claims-made coverage, the Contractor must:

- d. Provide coverage with a retroactive date before the effective date of the Agreement or the beginning of Agreement Activities;
- e. Maintain coverage and provide evidence of coverage for at least three years after completion of the Agreement Activities; and
- f. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Contractor must purchase extended reporting coverage for a minimum of three years after completion of work.

The insurance company(s) issuing the policy or policies will have no recourse against Wayne Metro for payment of any premiums or for assessments under any form of policy. The Contractor will assume any and all deductibles in the above-described insurance policies.

All certificates are to provide twenty (20) days' notice of material change or cancellation.

Certificates of insurance with Wayne Metro as additionally insured must be provided prior to execution of a Contract if selected for the Roster.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring the Contractor and subcontractor(s) to indemnify defend and hold harmless Wayne Metro.

Subcontractor Insurance Coverage - Except where the Agency has approved in writing a Auditor/QC Inspector subcontract with other insurance provisions, the Auditor/QC Inspector must require all of its subcontractors under this Agreement to purchase and maintain the insurance coverage as described in this section for the Auditor/QC inspector in connection with the performance of work by those subcontractors. Alternatively, the Auditor/QC Inspector may include any subcontractors under the Auditor/QC Inspector's insurance on the coverage required in this section. Subcontractors must fully comply with the insurance coverage required in this section. Failure of subcontractors to comply with insurance requirements does not limit the Auditor/QC Inspector's liability or responsibility.

## **Contract Documents and Modifications**

1. This document, together with the Attachments and/or addenda, along with each Contract Award, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument properly signed by both parties hereto.

## Entire Agreement

1. This Contract, when signed by the Agency and the Auditor/QC Inspector, constitutes the full and complete understanding of both parties. By signing this contract, the Auditor/QC Inspector certifies that he/she is legally permitted to represent the company in contracting and fully understands and agrees to abide by the terms of the contract.

## Signatures

By \_\_\_\_\_ Date \_\_\_\_\_  
Director of Construction Projects

By \_\_\_\_\_ Date \_\_\_\_\_  
Auditor/QC Inspector

\_\_\_\_\_  
Company Name